OP \$115.00 5489104

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM720127

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WOW Unlimited Media Inc.		04/05/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Mainframe Studios Inc.
Street Address:	2025 West Broadway
Internal Address:	Suite 200
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V6J 1Z6
Entity Type:	Corporation: BRITISH COLUMBIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	5489104	MAINFRAME
Registration Number:	4518007	REBOOT
Registration Number:	4440419	REBOOT
Registration Number:	2358043	REBOOT

CORRESPONDENCE DATA

Fax Number: 6137839690

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6137839644

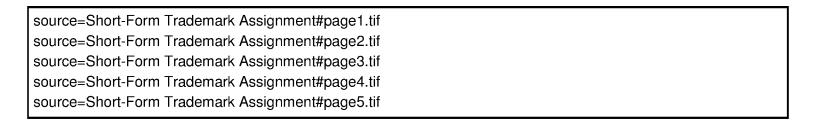
Email: anna.clark@dentons.com

Correspondent Name: Anna Clark Address Line 1: 99 Bank Street Address Line 2: **Suite 1420**

Address Line 4: Ottawa, CANADA K1P 1H4

NAME OF SUBMITTER:	Anna Clark
SIGNATURE:	/Anna Clark/
DATE SIGNED:	04/10/2022

Total Attachments: 5



SHORT-FORM TRADEMARK ASSIGNMENT

DATED: April 5, 2022

WHEREAS, WOW UNLIMITED MEDIA INC. (the "Assignor"), the full post of address of whose principal office or place of business is 2025 West Broadway, Suite 200, Vancouver, British Columbia V6J 1Z6 is the owner of the trademarks identified in the attached Exhibit 1 (the "Trademarks");

AND WHEREAS, MAINFRAME STUDIOS INC. (the "Assignee"), the full post office address of whose principal office or place of business is 2025 West Broadway, Suite 200, Vancouver, British Columbia V6J 1Z6 has acquired the Assignor's whole right, title and interest in and to the Trademarks, including any applications and registrations therefor and any bona fide intent to use applications;

AND WHEREAS, the Assignee has acquired the entire business, or a portion thereof, to which the Trademarks pertain along with all goodwill related thereto;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, and transfers unto the Assignee, its successors, assigns or legal representatives, and the Assignee hereby accepts, the whole right, title and worldwide interest in and to the Trademarks, as part of the entire business or portion thereof to which the marks pertain, together with the copyright in the design mark or logo, and the common law trademark rights and goodwill of any and all business carried on in association with and symbolized by the Trademarks, including the common law rights to any variations or predecessor trademarks and any confusingly similar registered or unregistered design marks, and including without limitation any and all causes of action for past infringement, the same to be held by the Assignee, its successors, assigns or legal representatives, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made;

AND the Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations or renewals for the Trademarks and to vest the same in the Assignee, its successors, assigns or legal representatives;

AND, Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

This Assignment may be executed in any number of counterparts, and any such counterparts or group of counterparts shall be deemed an original if it has been signed and delivered by all parties hereto. Delivery of an executed signature page to this Assignment by electronic means (including by facsimile or in PDF format) shall be as valid and effective as delivery of an originally or manually executed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

THIS SHORT-FORM TRADEMARK ASSIGNMENT was executed by each of the undersigned as of the date first written above.

WOW UNLIMITED MEDIA INC.

in its own capacity and as successor by amalgamation to Mainframe Entertainment Inc. (also known as Rainmaker Entertainment Inc.)

By: Michael Hirsh Authorized Signatory	
Agreed to and accepted:	
MAINFRAME STUDIOS INC.	

Authorized Signatory

THIS SHORT-FORM TRADEMARK ASSIGNMENT was executed by each of the undersigned as of the date first written above.

WOW UNLIMITED MEDIA INC.

in its own capacity and as successor by amalgamation to Mainframe Entertainment Inc. (also known as Rainmaker Entertainment Inc.)

Ву:	
-	Authorized Signatory

Agreed to and accepted:

MAINFRAME STUDIOS INC.

RECORDED: 04/10/2022